question is, shall the interests of creditors give way before the necessities of the business world? There is still a chance that the answer will be in the affirmative, and that the extreme mercantile view will be accepted, or at least that, in the final draft of the act, the ten-day period will be materially extended. 19 Harvard Law Review 370.

Bankruptcy—Partnership—When Not Insolvent.—Where the assets of a partnership together with the individual properties of each partner greatly exceed their liabilities the partnership is not insolvent within the meaning of the Bankruptcy Act, 1898. In re Perley & Hays, 15 Am. B. R. 54.

Preference—Act of Bankruptcy—Equitable Assignment of Insurance as Collateral Security.—The agreement of an alleged bankrupt, while solvent, upon obtaining a loan from a bank, to insure the goods purchased with the money and assign the insurance to the bank as collateral security, operates as an equitable assignment of the policies, though no actual assignment took place until after a loss, at which time the borrower was insolvent, the equitable lien created thereby was protected by section 67 of the Bankrupt Act, 1898, and the actual assignment of policies, made after the loss, did not constitute an act of bankruptcy under section 3 of said act. Wilder *v.* Watts, 15 Am. B. R. 57.

Trustee in Bankruptcy—Right to Combination of Bankrupt's Safe.—The president and treasurer of a bankrupt corporation may be required to disclose to the trustee the combination of a safe alleged to belong to the bankrupt at the time of the filing of the petition in bankruptcy. Matter of Hooks Smelting Co., 15 Am. B. R. 83.

Liability of Receiving Carrier for Loss Beyond Its Own Line.—Wilkinson *v.* Norfolk & Western Ry. Co., 11 Va. Law Reg. 215, Va. Code 1904, Sec. 129c (24) & 1294l.—The case of Wilkinson *v.* Norfolk & Western Ry. Co., reported in our July number (11 Va. Law Reg. 215) was received by the Register in the form in which it was reported, but we now wish to correct the report in accordance with the communication from which we quote. In a letter to Mr. A. W. Patterson, of Richmond, dated September 18, 1905, Judge W. B. Martin, who delivered the opinion in that case, says: "In the case before me I did not hold that the statute referred to was unconstitutional. The plaintiff filed a declaration alleging that the defendants had received his goods and contracted to carry them from Radford to New York. The address was to some one in New York and I think the rate of freight was the through rate. Upon the trial before a jury, the plaintiff introduced a bill of lading by which the railroad contracted